

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM:** Bonnie Stafiej, Special Projects Director at 797-1163.

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE PROPOSAL FOR AN INDEPENDENCE DAY FIREWORKS DISPLAY AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SUCH SERVICES.

**REPORT IN BRIEF:** The Town will sponsor the 21th Annual Independence Day Fireworks show at Pine Island Park. The day will include a full day of family activities ending with a traditional fireworks salute.

**PREVIOUS ACTIONS:** The Town has sponsored this Annual Independence Day Fireworks Show at Pine Island Park for the past 6 years.

**CONCURRENCES:** not applicable

**FISCAL IMPACT:** Fireworks were planned into the 2000-01 fiscal year Department budget , account #001-8080-572-0502. The cost to the Town is \$15,000.00

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution  
Contract  
Correspondence

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE PROPOSAL FOR AN INDEPENDENCE DAY FIREWORKS DISPLAY AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SUCH SERVICES.

WHEREAS, the Town desires to celebrate Independence Day with a fireworks display; and

WHEREAS, the Town solicited sealed proposals for such services; and

WHEREAS, after review, the Town Council wishes to accept the proposal from Zambelli Internationale and authorizes the Mayor to execute a contract.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the proposal from Zambelli Internationale for an Independence Day fireworks display in the amount of \$15,000.00 and authorizes the Mayor to execute a contract for such services.

SECTION 2. The initial contract term is one (1) year with an option to extend the contract for two (2) additional one year periods by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by Town Council.

SECTION 3. The Town Council hereby authorizes the expenditure from the Special Projects Department.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

Attest:

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TOWN CLERK

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MAYOR/COUNCIL MEMBER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

# ZAMBELLI FIREWORKS MANUFACTURING CORPORATION

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 7TH day of JUNE

A.D., 18 2002, by and between Zambelli Fireworks Manufacturing Corporation, of New Castle, Pennsylvania, (hereinafter referred to as "Zambelli"),

- AND -

Town of Davie, Davie, Florida

(hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Zambelli and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions, and payments of this contract.

Zambelli agrees:

1. To sell, furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Zambelli for the Fireworks as follows:

Display Date(s) JULY 4, 2002 Postponement Date(s) \_\_\_\_\_

Contract Amount \$15,000.00; 50% due upon signing the Contract and balance due at Noon on last display date; all payments shall be made by Draft or Certified check payable to Zambelli Fireworks Manufacturing Corporation, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of Zambelli without express written authority.

2. ZAMBELLI further agrees to furnish, sufficient trained personnel to present a display.

CLIENT further agrees:

3. To procure and furnish a suitable place to display the said fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local and State to furnish a dry, safe and convenient place to store the fireworks, where same may be prepared for display by the display technicians; to furnish such lumber, sand, steel drums and other supplies as may be necessary for the set up of the display; to furnish the services of two laborers to assist in the erection and assembling of the display by the trained personnel; to pay local hauling charges from drop off site to display;
4. Prior to, during, and immediately following the display, Client shall be solely responsible to keep all persons (except employees of Zambelli) out of the designated danger areas and behind safety zone lines and limits;
5. Following the display Client shall be solely responsible for ALL cleanup and policing of the display area including, but not limited to, the removal of all unexploded fireworks, removal of frames, sets and lumber, and the refilling of holes.

The PARTIES mutually agree:

6. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before the inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions whatever from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood the program is postponed and will be fired on the aforementioned Postponement Date, and there will be an additional charge to cover the costs of

Postponement of N/A. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is cancelled and there will be an additional charge to cover the costs of cancellation of \$7500.00

7. Zambelli reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely effect price, time of delivery, functional character or display performance.
8. If the location of the firing site, spectators location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of Zambelli or its agents or personnel, Zambelli may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Zambelli may cancel the display without further liability to the Client for such cancellation.
9. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of Pennsylvania. The parties agree and consent to the jurisdiction of Pennsylvania to determine conflicts regarding the language and payments to be made under this Contract.
10. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, Zambelli may refuse to make further delivery and may terminate this contract without prejudice to the rights of Zambelli. If the Client's financial conditions becomes unsatisfactory to Zambelli, Zambelli, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
11. If Client fails to pay the monies due under this contract, Zambelli is entitled to recover the balance due plus interest at 1 1/2% per month on amounts past due 60 days or more. Further, on balances outstanding of 120 days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of 10% of the amount past due, plus court costs.
12. This contract shall not be construed to create a partnership between the parties or persons mentioned herein.
13. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Zambelli, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.
14. \_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and years first above written.

ATTEST: \_\_\_\_\_ For Zambelli Fireworks Manufacturing Corporation

APPROVED BY: \_\_\_\_\_ (Seal)  
date

ATTEST: \_\_\_\_\_ For Client:

BY: \_\_\_\_\_ (Seal)  
title date

BY: \_\_\_\_\_ (Seal)  
title date

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Corporation**  
PO Box 1463  
New Castle, PA 16103  
724/658-6611 800/245-0397 FAX 724/658-8318  
**ZAMBELLI COPY**

